



August 6, 2010

LVI Environmental Services Inc. 5150 Fox Street Denver, CO 80216

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Via e-mail:

Jeremiah Ervin@urscorp.com

Jeremiah Ervin URS Operating Services, Inc. 1099 18th Street Denver, CO 80202

SUBJECT: Asbestos Abatement Budgetary Cost Proposal

**Eaton Sugar Beet Factory** 

110 Factory Road Eaton, CO 80615

Proposal Number: 820000

Dear Sir:

**LVI Environmental Services, Inc.** is pleased to present this Budgetary Cost proposal for the asbestos abatement at the above referenced location. This proposal has been prepared in accordance with specifications established by Federal, State and local regulatory agencies and a walk through of the site held on Thursday July 15<sup>th</sup>, 2010 to verify scope and site conditions.

1. Scope of Work and Pricing: The scope of the work includes the removal and disposal of the following: SEE ATTACHMENT "A"

#### 2. Procedures:

- **2.1. Mobilization:** The mobilization phase will commence upon receipt of a Notice to Proceed. Mobilization includes:
  - **2.1.1.** Agency Notification: This regulatory notification includes submission of properly executed notification forms and fees CDPH. Typically a 10 working day notification is required to receive the permit.
  - **2.1.2.** Staging of Supplies and Waste Dumpster: Supplies will be staged in a neat and orderly manner and will be coordinated with the designated Owner's Representative. Waste containers will be located as close as possible to the designated waste egress.

## 2.2. Preparation:

2.2.1. Friable Materials: IF REQUIRED: All containment areas will be set up by sealing all openings to the area with of polyethylene plastic. Walls and floors will be protected with two (2) layers of plastic, installed with offsetting seams. Negative Air Filtration Units will be set up within the containment, exhausted directly to the outside of the facility, to filter the air and create a pressure differential between the containment and the outside area. At a minimum, the units will supply one air change every fifteen (15) minutes. LVI assumes work will be performed as a major spill response and full containments will not be required



- 2.2.2. Non-Friable Materials: All openings will be sealed with one layer of 6-mil polyethylene and if required splash guards will be installed up to 3 feet high. A two-stage dry type decontamination unit will be utilized. Negative Air Filtration Units will be set-up within the containment, exhausted directly to the outside of the facility to filter the air and create a pressure differential between the containment and the outside area. At a minimum, the units will supply one air change every fifteen (15) minutes.
- **2.3. Removal:** All asbestos material will be removed utilizing wet methods. Material will be wetted utilizing an amended water solution, removed from the substrate in manageable sections and placed into properly labeled 6-mil polyethylene bags. These will then be sealed and double bagged for removal from the work area.
- **2.4. Cleaning:** Following removal, the substrate will be detail cleaned. This involves the removal of residual material from the substrate utilizing hand-brushing and wet-wiping the surface. Detail cleaning will continue until all visual residue has been removed.
- 2.5. Visual Inspection: Following cleaning, a visual inspection will be made by a LVI representative and the Owner's Representative. After approval, the surfaces will be sprayed with a liquid encapsulant to lock down any residual fibers.
- **2.6. Clearance:** Clearance air monitoring will be performed by owner's independent air sampling professional.
- 2.7. Transportation and Disposal: All asbestos materials removed from the site will be bagged and properly labeled prior to being placed into a sealed disposal bin for transport to an authorized disposal site. The waste material will be manifested prior to removal from the project site and signed for by an authorized representative of the Owner. Asbestoscontaining material will be removed from the site by a licensed and certified hazardous waste hauler and properly placed into an EPA approved landfill. The intended landfill is TBD.
- 3. Schedule: Work will proceed 10 working days following submission of notification to regulatory agencies. Work will be substantially complete within approximately 90 days. A detailed schedule, showing tasks, critical dates and worker levels will be submitted upon request.
- 4. Health and Safety: LVI employs a full time Director of Health and Safety who is responsible for developing, implementing and enforcing our quality assurance program.
- 5. Insurance and Bonding: LVI carries standard General Liability Insurance in the amount of \$5 million per occurrence, \$5 million general aggregate and a \$15 million umbrella with Commerce and Industry Company, an AIG Company, Best Rated A++15. Bonds are provided at owner's account by Insurance Company of the State of Pennsylvania, Best Rated A++15.
- 6. Attorney's Fees: If a dispute arises relating to the performance of the services covered under this agreement, and legal or other costs are incurred, it is agreed that the prevailing party shall be entitled to recovery of all reasonable costs incurred in the prosecution or defense of a claim, including staff time at current billing rates, court costs, attorney's fees and other claim related expenses.

### 7. Terms and Conditions:

- 7.1. Inclusions:
  - 7.1.1. All salvage is the property of LVI Environmental Services, Inc.
  - 7.1.2. LVI Environmental Services Inc assumes variances will be granted by the Colorado Department of Public Health & Environment. Denied variance request could impact submitted pricing and schedule.
- **7.2. Exclusions:** The following is specifically excluded from this work:
  - **7.2.1.** Any asbestos outside the Scope of Work as defined herein and materials quantified in attachment "A".
  - 7.2.2. Removal of any other hazardous material, whether contaminated with asbestos or not.
  - **7.2.3.** Replacement of fixtures or furniture moved to access asbestos.
  - **7.2.4.** Replacement of any asbestos materials removed whether asbestos materials or not, unless specifically noted otherwise in the Scope of Work.
  - 7.2.5. Damages to surfaces caused by installation of containment or removal procedures.
  - **7.2.6.** Adherence to Specifications or Procedures submitted to LVI after proposal submission.
  - 7.2.7. Re-strapping or re-hanging of any items to meet code, or any other code upgrades.
  - **7.2.8.** Costs or conditions caused by delays by others beyond LVI's control.
  - 7.2.9. Inaccessible asbestos.
  - **7.2.10.** Costs for added work caused by hidden obstruction caused by floors, walls, slabs or ceilings not shown on drawings.
  - 7.2.11. Performance and/or Payment Bonds.
  - 7.2.12. Prevailing wages, union labor or overtime costs, unless specifically noted.

#### **7.2.12.1.** Floor Tile:

- 7.2.12.1.1.1. More than one layer of tile.
- **7.2.12.1.1.2.** Damages to or removal of leveling compounds.
- **7.2.12.1.1.3.** Tile concealed below carpet.
- **7.2.12.1.1.4.** Unforeseen grooves or other conditions that prohibit the use of "bead-blasting" or chemical removal of mastic.
- **7.2.12.1.1.5.** Damages to substrate caused by "bead-blasting", including releveling substrate, or to wood substrates.

## 7.2.12.2. Acoustical Sprayed Materials:

- 7.2.12.2.1. Sealing of substrate to prevent "bleed-through" of new finishes.
- **7.2.12.2.2.** Removal of overspray in junction boxes, HVAC vents or ductwork, plenum areas under moldings or frames.
- 7.2.12.2.3. Removal of leveling compounds.

### 7.2.13. Thermal System Insulation:

- **7.2.13.1.** Systems to be closed of or cooled to below 120 degrees.
- **7.3.** Owner/Agent Responsibilities: The Owner or his designated agent is responsible for providing to LVI the following:
  - 7.3.1. Water, power (including assistance to hook up temporary power) and HVAC lockout.
  - 7.3.2. Staging areas for equipment and dumpsters (dock access).
  - **7.3.3.** 24 hour access to the work area.
  - 7.3.4. Sanitary facilities.
  - 7.3.5. Parking for work force.

- **7.3.6.** Removal of trash or tenant items, leaving the area "broom clean", prior to mobilization.
- 7.3.7. Designate those items to be left or saved prior to LVI mobilization.
- **8.** Terms of Payment: Payment will be progressive, net 30 days upon substantial completion. Substantial completion is defined as complete visual removal of asbestos materials and achievement air clearance.

Thank you for this opportunity to submit our proposal on this project. If you have any questions or require any additional information, please do not hesitate to contact me at (303) 727-9205 or mobile at (720) 810 - 0499. LVI will proceed with this work upon your written response.

Respectfully Submitted, LVI Environmental Services, Inc.

Rosendo Flores GR

Rosey Flores Project Manager

**ACCEPTANCE:** The above proposal, including Scope of Work, Procedures and Terms and Conditions is hereby accepted. **LVI Environmental Services, Inc.** is authorized to proceed with the work as specified.

Accepted by:			
Name	Company		
Title	PO NO.		
Date			
Document1			
MM:mm			

# ATTACHMENT "A" TO LVI PROPOSAL-BUDGET EATON SUGAR BEET FACTORY

LVI Environmental Services Inc. Budget Estimate

Eaton Sugar Beet Factory-ACM

Constructin Materials	Quantity	Material Unit	Unit Rate	Totals
Boiler	8,718	Square Feet	\$13.25	\$115,513.50
Cementitious Flat	1,800	Square Feet	\$4.00	\$7,200.00
Collect Bulk Debris	80,275	Square Feet	\$7.57	\$607,681.75
Duct	4,500	Square Feet	\$11.00	\$49,500.00
Irregular Surface	18	Square Feet	\$0.00	\$0.00
Millboard	900	Square Feet	\$5.00	\$4,500.00
Pipe	2,823	Linear Feet	\$6.50	\$18,349.50
Shingle Roofing	26,948	Square Feet	\$3.50	\$94,318.00
Transite	5,985	Square Feet	\$4.00	\$23,940.00
VAT	6,202	Square Feet	\$3.50	\$21,707.00

\$942,709.75